

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. F08650-03-R-0057	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07-Aug-2003	PAGE OF PAGES 1 OF 33
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. SXHT 99-1048	
7. ISSUED BY 45 CONS/LGCAA 1201 EDWARD H. WHITE II ST. PATRICK AFB FL 32925-3237 TEL:321-494-9941 FAX: 321-494-6193		CODE FA2521	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7		
9. FOR INFORMATION CALL:		A. NAME DONNA KINLEY		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 321-494-9944	
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Repair Building 632, Aircraft Engine & Repair Shop This acquisition is UNRESTRICTED Offeror is required to complete the representations, certifications, and other statements of offers set forth in Section K and return same with their offer. NOTE: In accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer - Central Contractor Registration, for a contractor to receive an award of a contract, the contractor must be registered in the CCR database at https://www.ccr.dla.mil/ccring/scripts/search.asp . A Site Visit is scheduled for Tuesday, 14 August 2003 at 9:00 am.					
11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211-10 .)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>3</u> copies to perform the work required are due at the place specified in Item 8 by <u>03:00:00</u> <i>(hour)</i> local time <u>8/29/2003</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>												
OFFER (Must be fully completed by offeror)												
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>							
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>							
					See Item 14							
CODE		FACILITY CODE			17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>							
AMOUNTS		SEE SCHEDULE OF PRICES										
18. The offeror agrees to furnish any required performance and payment bonds.												
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>												
AMENDMENT NO.												
DATE												
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE			
AWARD (To be completed by Government)												
21. ITEMS ACCEPTED:												
SEE SCHEDULE												
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA										
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)							
26. ADMINISTERED BY			CODE					27. PAYMENT WILL BE MADE BY			CODE	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE												
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.							
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>							
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY				31C. AWARD DATE			

SECTION B Supplies or Services and Prices

PART I – THE SCHEDULE
SECTION B
REPAIR BUILDING 632, AIRCRAFT ENGINE AND REPAIR SHOP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Repair Building 632, Aircraft Engine & Repair Shop FFP - Provide all labor, materials, and equipment necessary to repair/upgrade building to include providing a metal canopy and concrete foundations, removing and providing windows, walls, doors, flooring, plus a HVAC system, plumbing, and a lightning protection system IAW drawings and specifications for project No: SXHT 99-1048. NSN Z199-RP-ACF-BLDG SIGNAL CODE A	1.00	Lump Sum		

NET AMT

1. **NOTICE TO PROCEED (NTP):** A NTP will be issued within 60 days after contract award.
2. **PERIOD OF PERFORMANCE:** The period of performance for this project is **180 calendar** days from issuance of the NTP, which includes time allotted for **all** Material Submittals and 20 working days of non-access.
3. **MATERIAL SUBMITTALS AND APPROVALS:** Material submittals will not begin until NTP is issued. All long lead and/or critical path submittal items shall be added to the progress schedule as a performance element. It should not be a percentage for payment purposes, rather a milestone within the performance period.
4. **AVAILABILITY OF UTILITIES:** Electric and water hook-ups are available to the contractor and shall be furnished without charge. Contractor shall carefully conserve usage of these utilities.

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE:

52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001				Dest.	

CLAUSES INCORPORATED BY REFERENCE:

52.211-13	Time Extensions	SEP 2000
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$241.75 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

5352.232-9000 REMITTANCE ADDRESS (MAY 1996)

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	APR 2002
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-30	Davis-Bacon Act--Price Adjustment INone or Separately Specified	DEC 2001

	Pricing Method)	
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-4	Recovered Material Certification	OCT 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.227-9	Refund Of Royalties	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-4	Federal, State And Local Taxes (State and Local Adjustmentst)	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984

52.243-4	Changes	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
Alt III		
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within five (5) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire

work ready for use not later than 180. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to 45th Contracting Squadron/LGCAA Attn: Kyle Roberts, Contracting Officer, 1201 Edward H. White II Street MS 7200, Patrick AFB, FL 32925-3238.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:
[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires

that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Repair Building 632, Aircraft Engine and Repair Shop
Dated: July 2003

Project No: SXHT 99-1048

28 Pages

(End of clause)

5352.228-9500 INSURANCE REQUIREMENTS.

As prescribed in 5328.306(b), or 5328.307-2(b)(1) insert the following clause, substantially as written, in Section I:

INSURANCE REQUIREMENTS (AFSPCFARS) NOV 2002

In accordance with the requirements of FAR 52.228-5 "Insurance Work on a Government Installation", and FAR 52.228-7, Insurance-Liability to Third Persons, the specific types and amounts of insurance contemplated under this contract are set forth in FAR 28.307-2.

(End of clause)

5352.242-9000 Contractor access to Air Force installations.

As prescribed in 5342.490-1, insert a clause substantially the same as the following clause in solicitations and contracts:

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and comply with local Patrick AFB security requirements to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachment 1/Specifications	378	JUL-23-2003
Attachment 2	Attachment 2/Drawings	28	JUL-23-2003
Attachment 3	Attachment 3/Wage Determination	6	JUN-13-2003

SECTION K Representations, Certifications and Other Statements of Offerors

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS

Federal Acquisition Regulation (48 CFR, Chapter 1) Clauses

K-1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION** APR
 1985

(IAW FAR 3.103-1)

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3)

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

K-4C. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS**
 APR 1991
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
 (IAW FAR 3.808)

K-10D. **52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)** MAY
 1999

(IAW FAR 4.603(b))

b) *Representation*. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.

The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

K-17C. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,** MAR
 1996

PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
 (IAW FAR 9.409(a))

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
 (i) The Offeror and/or any of its Principals--

(A) **Are () are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have () have not ()**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) **Are () are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror **has () has not ()**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

K-75C. **52.219-1SMALL BUSINESS PROGRAM REPRESENTATION**
1999

MAY

(IAW FAR 19.307(a))

(a)

(1) The standard industrial classification (SIC) code for this acquisition is (See Page 1, SF 1442, Block 8).

(2) The small business size standard is (See Page 1, SF 1442, Block 8).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it **() is, () is not a small business concern.**

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it **() is, () is not a women-owned small business concern.**
(End of Provision)

KC-75D **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION**
NOV 1999

ALTERNATE I (IAW FAR 19.307(a))

(4) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) **It ___ is, ___ is not a HUBZone** small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) **It ___ is, ___ is not a joint venture** that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

ALTERNATE II

NOV 1999

(IAW 19.307(A))

:

(5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]

The offeror shall check the category in which its ownership falls:

☐ Black American.☐ Hispanic American.☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).☐ Individual/concern, other than one of the preceding.K-79C **52.219-19**
JAN 1997**SMALL BUSINESS CONCERN REPRESENTATION FOR****THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM** (IAW FAR 19.1007(a))

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it () is, () is **not** an emerging small business.

(c)(Complete only if the Offeror is a small business or emerging small business, indicating its size range.) Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following:)

No. of Employees		Avg. Annual Gross Revenues	
<input type="checkbox"/>	50 or fewer	<input type="checkbox"/>	\$1 million or less
<input type="checkbox"/>	51 - 100	<input type="checkbox"/>	\$1,000,001 - \$2 million
<input type="checkbox"/>	101 - 250	<input type="checkbox"/>	\$2,000,001 - \$3.5 million
<input type="checkbox"/>	251 - 500	<input type="checkbox"/>	\$3,500,001 - \$5 million
<input type="checkbox"/>	501 - 500	<input type="checkbox"/>	\$5,000,001 - \$10 million
<input type="checkbox"/>	751 - 1,000	<input type="checkbox"/>	\$10,500,001 - \$17 million
<input type="checkbox"/>	Over 1,000	<input type="checkbox"/>	Over \$17 million

K-92. **52.222-22**
FEB 1999**PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

(IAW FAR 22.810(a)(2))

The offeror represents that --

(a) It () **has**, () **has not** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;(b) It () **has**, () **has not** filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-99. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING**
OCT 1996

(IAW FAR 23.907(a))

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: **(Check each block that is applicable.)**

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A).

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, The Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.236-28 PREPARATION OF PROPOSALS-CONSTRUCTION
OCT 1997

(IAW FAR 36.520)

Department of Defense (DoD) Federal Acquisition Regulation Supplement (1998 Edition, 48 CFR Chapter 2)
Clauses

K-210. **52.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE**
MAR 1998

GOVERNMENT OF A TERRORIST COUNTRY

(IAW DFARS 209.104-70(a))

52.209-7003 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING
MAR 1998

REQUIREMENTS (IAW DFARS 209.104-70(c))

K-280. **52.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA**
AUG 1992

(IAW DFARS 247.573(a))

(b) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

L-501 AMENDMENT OF SOLICITATION PRIOR TO PROPOSAL CLOSING TIME

The Government reserves the right to revise or amend the specifications, drawings or the solicitation prior to the proposal closing time. Such revisions or amendments will be communicated by amendments to this Request For Proposal. If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new proposal closing date and time.

L-502 POSTPONEMENT OF PROPOSAL CLOSING DATE

a. An amendment postponing proposal closing may be issued even after the time scheduled for proposal closing , under the following conditions:

(1) When the Contracting Officer has reason to believe that the offers of an important segment of offerors have been delayed in the mails for causes beyond their control and without their fault or negligence (such as, but not limited to, flood, fire, accident, weather conditions or strikes); or

(2) When emergency or unanticipated events interrupt normal governmental processes so that conducting proposal closing as scheduled is impracticable.

b. At the time a determination is made to postpone a proposal closing under subparagraph a(1), above, an announcement of the determination shall be publicly posted and, if practicable before issuance of formal amendment of the RFP, otherwise communicated to prospective offerors.

c. In the case of subparagraph a(2) above, the Contracting Officer may proceed with the proposal opening as soon as practicable after the time scheduled, without prior amendment to the RFP or Notice to Offerors whenever the delay incident to such amendment or notice is not in the best interest of the Government. In such case, the time of actual proposal closing shall be deemed to be the time set for proposal closing for the purpose of determining late proposals.

L-505 PROPOSAL PREPARATION INSTRUCTIONS

The following is established as the specific information and format required for any proposal submitted.
Incomplete
Proposals are not acceptable. Each offeror must submit two (2) complete proposal packages.

a. To aid in the evaluation process, proposals shall be complete, comprehensive and clearly presented. Proposals shall be neat, indexed (cross indexed as appropriate) and assembled in an orderly manner. Elaborate art work, expensive paper/binding, and expensive visual and other presentation aids are neither necessary nor desired. All pages of each part shall be appropriately numbered and identified with the Request for Proposal (RPF) number.

b. Proposals shall be submitted in the following form and format:

- (1) Dimensions of the paper 8 ½ by 11 inches excluding fold-out charts and drawings which are not to exceed 36 inches in length.
- (2) Typing format:
 - (a) Both sides of sheet permitted, head to head, this is considered as two pages.
 - (b) Single space, 1½ space, or double space.
 - (c) Photo reduction of type size below 10-pitch type size or a font size below 10 are not permitted. Size 8 font is permitted within graphics only.
- (3) Type of binding: stapled or glue (Binders are not required)

c. A complete proposal consists of all of the following:

(a) Part I – PAST PERFORMANCE

Past performance shall provide adequate information describing the offeror's previous experience in building renovation or work of a similar complexity and magnitude both commercial and Government within the past five years. The offeror shall list as a minimum the last five consecutive contracts. In addition, past performance information on contracts not listed by the offeror may be solicited. If offeror does not have any past performance information to submit as the entity under which the proposal is being submitted, then the offeror should submit past performance data identified above under which the offeror's key personnel have worked. If the offeror claims there is no past performance, then that status must be identified to the contracting officer no later than the date and time due for past performance proposals from all offerors.

Lack of any past performance will not automatically disqualify an offeror, but is a factor that is considered in the Past Performance Trade-Off (PPT) technique described in Section M.

(1) Provide a summary of the previous contracts described above. Include information on subcontracts whose efforts on this acquisition is projected to be more than **35%** on the effort. **The summary must include:**

- (a) Name of project (Contract number, if applicable)
- (b) Name and address of customer or Government agency
- (c) Name and telephone number of customer contact or contracting officer
- (d) Dollar value and period of performance
- (e) Description of work performed

(2) Provide statements, letters, reports, or evaluations from prior customers indicating the level and quality of past performance on the above contracts.

(3) Mail attached Past Performance Questionnaire (Appendix 1 to this Section) to all past performance references listed above and **instruct them to return completed questionnaire directly to:**

**45th Contracting Squadron / LGCAA
ATTN: Donna D. Kinley, Contract Specialist
1201 Edward H. White II Street MS 7200
Patrick AFB, FL 32925-3238**

ONLY THE APPENDIX I, SECTION L, PAST PERFORMANCE QUESTIONNAIRE SHALL BE USED.

When forwarding questionnaires (listed above) directly to the 45th Contracting Squadron instruct your reference(s) that the questionnaire must be received **no later than 3:00 p.m. (local time) 29 Aug 03.**

(b) Part II, EXECUTED REQUEST FOR PROPOSAL DOCUMENTS. This part shall contain the following, signed original, contract documents:

- (1) Solicitation/Contract Award Document, SF 1442

- (2) Section I, Section L fill-in provisions and clauses
- (3) Representations, Certifications, and Other Statements of Offerors, Section K
- (4) Any amendments issued thereto
- (5) Past Performance Questionnaires (Appendix 1) (May be faxed prior to closing date)

(c) Part III PRICE/COST:

- (1) Complete Part I, The Schedule, Section B

L-506 PROPOSAL SUBMISSION

- a. Submit your proposal in accordance with paragraph L-505 to arrive NO LATER THAN 3:00 p. m., local time, 29 Aug 03
- b. Submit your past performance questionnaire (Appendix 1) to arrive **no later than 3:00 p.m., local time, on 29 Aug 03.**
- c. All proposals delivered in response to this solicitation shall reflect the following information on the address label.
 - 1. Solicitation Number
 - 2. The legend "To be delivered unopened to the Contracting Officer", and
 - 3. The volume and copy numbers contained in each box
- d. Submit two (2) copies of your proposal to the following address:

**45th Contracting Squadron / LGCAA
ATTN: Donna D. Kinley, Contract Specialist
1201 Edward H. White II Street MS 7200
Patrick AFB, FL 32925-3238**

CENTRALIZED CONTRACTOR REGISTRATION SYSTEM (CCRS)

All contractors doing business with the Department of Defense (DOD) must register with the CCRS. The CCRS applies to all contractors: those doing business electronically and those who are not. **Contractors not registered in the CCRS will not be eligible for contract award.** Register with CCRS by contacting the DOD Electronic Commerce Office at one of the following:

Address: Electronic Commerce Office
ATTN: Electronic Commerce Office
5111 Leesburg Pike, Suite 9104
Falls Church, VA 22041

Telephone: 1-800-EDI-3414

FAX 703-681-1225

e-mail dodedi@acq.osd.mil

Web site: <http://ccr.edi.disa.mil>

PUBLIC OPENING OF PROPOSALS

Offers **will not** be publicly opened at the time set for proposal closing in the Request For Proposal. Their content **will not** be made public for the information of offerors.

**APPENDIX 1 – SECTION L
PAST PERFORMANCE
QUESTIONNAIRE**

Respondent Information for Solicitation No. F08650-03-R-0057, Renovate Bldg 632, Aircraft Engine and Repair Shop, Patrick AFB FL

Note: The references provided must be relevant to the type of work required in the above project
The **SIC CODE** for this project is **1541**

THIS FORM MUST BE RETURNED NO LATER THAN 29 Aug 03

Return this Questionnaire to the **Offeror or mail to:**

45 CONS/LGCCA, 1201 Edward H White II Street

Patrick AFB FL 32925-3238

Attention: Donna D. Kinley OR FAX to: (321)-494-6193

To be completed by Offeror

Name of Contractor Being Evaluated:

Contract Number and Dollar Amount: _____

Point of Contact: (Rater) Name/Address/Office Phone Number:

Brief Description of Worked Performed:

To be completed by Rater

Specialized Experience and Past Performance

Performance Information: When rating the contractor per the statements below, choose "N/A" or the number on the scale from

1 to 5 which most accurately describes the contractor's performance. The scale is as follows:

- | | | |
|----------|-------------------------------|--|
| 1 | <u>Unsatisfactory:</u> | Refused to accept end product. |
| 2 | <u>Marginal:</u> | Dissatisfaction with end product/service evidenced by written or verbal conversations |
| 3 | <u>Satisfactory:</u> | Expressed no displeasure with performance of the contractor |
| 4 | <u>Very Good:</u> | Expressed verbal or written appreciation of the contractor's performance |
| 5 | <u>Exceptional:</u> | Expressed admiration of the contractor's performance, stated definitely would obtain contractor for future projects. |

1. In regard to performance rate the contractor's adherence to the technical requirements of the contract

Mechanical	1	2	3	4	5	N/A
Electrical	1	2	3	4	5	N/A
Painting	1	2	3	4	5	N/A
Demolition	1	2	3	4	5	N/A
Concrete (Removal and Installation)	1	2	3	4	5	N/A

COMMENTS/REMARKS _____

2. Performance was completed in accordance with progress schedule 1 2 3 4 5 N/A
COMMENTS/REMARKS: _____

3. In terms of their performance in meeting schedules how would you rate them in the following areas?

(a) Submission of Material Submittals	1	2	3	4	5	N/A
(b) Long lead items (delivery)	1	2	3	4	5	N/A
(c) Payrolls	1	2	3	4	5	N/A
(d) Progress Reports (AF Form 3065)	1	2	3	4	5	N/A

COMMENTS/REMARKS: _____

4. Overall performance of the Management Team						
Project Manager	1	2	3	4	5	N/A
Superintendent	1	2	3	4	5	N/A
Workers were all qualified and trained	1	2	3	4	5	N/A

COMMENTS/REMARKS _____

5. Identified problems in a timely manner (to avoid unnecessary schedule delays) 1 2 3 4 5 N/A
COMMENTS/REMARKS _____

6. Provided adequate information and pricing data for modifications. 1 2 3 4 5 N/A
COMMENTS/REMARKS _____

7. Provide timely close out documentation (i.e., release of claims, O&M manuals, warranties, payrolls.) 1 2 3 4 5 N/A
COMMENTS/REMARKS _____

8. Any known payment problems to the subcontractors, suppliers or manufacturers. (Circle one) Yes No N/A
If YES, please explain: _____

9. Any known labor violations (Davis Bacon Act) or labor claims (Circle one) Yes No N/A
If YES, please explain: _____

10. How would you rate their OVERALL performance based on customer satisfaction. 1 2 3 4 5 N/A
 COMMENTS/REMARKS _____

 ADDITIONAL COMMENTS/REMARKS:

Date: _____

Signature of Rater: _____

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
 EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
10.7%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Patrick AFB Florida, Brevard County.

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR

52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 45th Contracting Squadron/LGCAA, 1201 Edward H. White II St MS 7200, Patrick AFB, FL 32925-3238.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A Site visit, tentatively scheduled for 14 August 2003 at 9:00 am, may be arranged by contacting:

Name: Donna D. Kinley
Address: 45th Contracting Squadron/LGCAA
Telephone: 321-494-9944

(End of clause)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DEFENSE ACQUISITION REGULATION SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS).

As prescribed in 5323.890-7, insert the following clause in solicitations and contracts:

ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)

(a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements:

(1) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process; and

(2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS;

(c) For the purposes of Air Force policy, the following are Class I ODS:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

Substance Application/Use Quantity (lbs)

[List each Class I ODS, its applications or use and the approved quantities. If "None," so state.] _

NONE

(e) To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

(End of clause)

SECTION M Evaluation Factors for Award

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M
EVALUATION FACTORS FOR AWARD

M-1 AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms for price and past performance. However, the Government reserves the right to conduct discussions, if later determined by the contracting officer to be necessary.

M-7 BASIS FOR CONTRACT AWARD

Only one award will be made as a result of this solicitation. Selection of an offeror for award will be made on the basis of Price Performance Trade-Off evaluation of each offeror's response to the Request for Proposal (RFP). Award will be made to the Offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the solicitation requirements, whose proposal is found to be acceptable, and has offered the best value.

1. Performance Price Trade-Off (PPT). This acquisition will utilize the PPT technique to make a best value award decision. Price and Past Performance risk are both treated as equal areas and may be traded off, one against the other, as addressed in paragraph (d) below. The application of the PPT technique in contract award and selection and approval process for an acceptable proposal is as follows:

- (a) All offers will be ranked by evaluated price IAW FAR 15.404-1.
- (b) All offerors will receive a performance risk assessment rating of high confidence, significant confidence, confidence, unknown confidence, little confidence, or no confidence.
- (c) If the lowest evaluated price offeror has also received a high confidence performance risk rating, this offeror's proposal represents the best value for this acquisition and award shall be made to this offeror, subject to a positive responsibility determination.
- (d) The Government reserves the right to award a contract to other than the lowest evaluated price offeror if that offeror receives other than a high confidence performance risk rating. In these cases, price and past performance risk are both treated as equal areas and may be traded off, one against the other. The contracting officer shall make an assessment of the price proposed and the performance risk rating assigned to determine the proposal most advantageous for the Government..

2. Past Performance Risk Assessment:

(a) Performance Risk will be evaluated in accordance with FAR 15.305(a)(2). In assessing past performance risk, the evaluators will primarily rely on information provided by offerors completed past performance questionnaires. However the Government may use data independently obtained from other government and commercial sources.

(b) The purpose will be to identify and review relevant present and past performance, and then make an overall risk assessment of the offeror's ability to perform this effort. Current contracts or subcontracts completed with in the past five (5) years will be considered recent. Current contracts or subcontracts similar to the work

identified in this solicitation, whether or not it was government work or commercial work, will be considered for relevancy. A relevance determination will be made based upon whether an offeror's performance is relevant to the acquisition in terms of work, size, and complexity. The PPT process will result in an overall risk rating as defined below. This risk assessment represents the Government evaluation team's judgment of the probability of an offeror successfully accomplishing the proposed effort based on the offeror's demonstrated present and past performance.

EXCEPTIONAL/HIGH CONFIDENCE. Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.

VERY GOOD/SIGNIFICANT CONFIDENCE: Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.

SATISFACTORY/CONFIDENCE: Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.

NEUTRAL/UNKNOWN CONFIDENCE: No performance record identifiable

MARGINAL/LITTLE CONFIDENCE: Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.

UNSATISFACTORY/NO CONFIDENCE: Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

3. The following documents will be evaluated for acceptability, completeness and compliance with requirements of the Request for Proposal. Incomplete proposals will be basis for rejection.

- A signed copy of the solicitation contract award document, SF 1442
- A completed schedule, Section B, All CLINS
- Acknowledgment of all amendments
- Completed Representation and Instructions Section K
- Compliance with Section G, Section I and Section L
- Past Performance Questionnaires (Appendix 1) (May be faxed prior to closing date)